

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

GOLD'S GYM LICENSING LLC,

Plaintiff,

v.

CHOYNSUNDAY OFFICIAL STORE, et
al.,

Defendants.

Case No. 20-cv-00524

Judge John Robert Blakey




PRELIMINARY INJUNCTION ORDER





THIS CAUSE being before the Court on Plaintiff Gold's Gym Licensing LLC's ("Gold's Gym" or "Plaintiff") Motion for Entry of a Preliminary Injunction, and this Court having heard the evidence before it hereby GRANTS Plaintiff's Motion for Entry of a Preliminary Injunction in its entirety against the defendants identified in Schedule A to the Amended Complaint and attached hereto (the "Defendants") and using the fully interactive, e-commerce stores operating under the seller aliases identified in Schedule A (the "Seller Aliases").






THIS COURT HEREBY FINDS, in the absence of adversarial presentation, that it has personal jurisdiction over the Defendants since the Defendants directly target their business activities toward consumers in the United States, including Illinois. Specifically, Defendants have targeted sales to Illinois residents by setting up and operating e-commerce stores that target United States consumers using one or more Seller Aliases, offer shipping to the United States, including Illinois, accept

payment in U.S. dollars and, on information and belief, have sold products using infringing and counterfeit versions of Gold's Gym's federally registered trademarks ("GOLD'S GYM Trademarks") to residents of Illinois (a list of which is included in the below chart).

REGISTRATION NUMBER	REGISTERED TRADEMARK	INTERNATIONAL CLASSES
1,402,824	GOLD'S	For: Athletic clothing, namely, shirts, shorts, tank tops, warm up suits, including pants and jackets, and posing trunks in class 025.
1,214,046	GOLD'S GYM	For: Athletic clothing-namely, shirts, shorts, tank tops, warm up suits, including pants and jackets, and posing trunks in class 025.
2,053,953	GOLD'S GYM	For: Weight lifting belts, weight lifting gloves, weight belt straps and wrist straps in class 028.
2,068,400	GOLD'S GYM	For: All purpose sport bags, tote bags and knapsacks in class 018. For: Sweat bands and hats in class 025.
5,017,462	GOLD'S GYM	For: Electric food blender in class 007.
5,140,099	GOLD'S GYM	For: Containers, namely, bottles with internal agitators for mixing ingredients and shaker cups, sold empty; containers, namely, bottles with non-electric internal agitators for mixing ingredients, for beverages, liquid foods, and/or powdered foods, sold empty; non-electric food and beverage blenders and blender agitators; containers, namely, plastic or aluminum containers for use with

			beverages, liquid foods, dry and/or powdered foods, sold empty; insulated beverage containers, sold empty; drinking bottles for sports, sold empty; beverage sports bottles, sold empty; water bottles, sold empty; plastic water bottles, sold empty; aluminum water bottles, sold empty; cups; plastic water bottle holders and attached carabiner clip sold as a unit in class 021.
5,549,133	GOLD'S GYM		For: Footwear in class 025.
4,645,424	GOLD'S GYM EXPRESS		For: Clothing, namely, shirts, tank tops in class 025.
5,142,058	GOLD'SFIT		For: Clothing, namely, shirts and hats in class 025.
2,062,562			For: Cloth and synthetic goods, namely, all purpose sport bags, tote bags and knapsacks in class 018.
3,249,465			For: Clothing, namely shirts, tank tops, shorts, trunks, warm-up suits, pants, jackets, shoes, sweat bands and hats in class 025.
3,296,366			<p>For: Clothing, namely shirts, tank tops, shorts, trunks, warm-up suits, pants, jackets, shoes, sweat bands and hats in class 025.</p> <p>For: Gymnasium, exercise and fitness equipment, namely, weightlifting machines, exercise machines, exercise weights, weightlifting benches, exercise benches, exercise balls, balance boards, exercise treadmills, stationary bicycles, elliptical exercise machines, dumbbells, barbells in class 028.</p> <p>For: Gymnasium services; fitness services, namely physical fitness</p>

		consultation and instruction in class 041.
5,017,465		For: Electric food blender in class 007.
5,140,101		For: Containers, namely, bottles with internal agitators for mixing ingredients and shaker cups, sold empty; containers, namely, bottles with non-electric internal agitators for mixing ingredients, for beverages, liquid foods, and/or powdered foods, sold empty; non-electric food and beverage blenders and blender agitators; containers, namely, plastic or aluminum containers for use with beverages, liquid foods, dry and/or powdered foods, sold empty; insulated beverage containers, sold empty; drinking bottles for sports, sold empty; beverage sports bottles, sold empty; water bottles, sold empty; plastic water bottles, sold empty; aluminum water bottles, sold empty; cups; plastic water bottle holders and attached carabiner clip sold as a unit in class 021.
2,002,430		For: Athletic clothing, namely shirts, shorts, tank tops, warm up suits, pants, jackets, posing trunks, sweatshirts, and hats in class 025.
4,645,427		For: Clothing, namely, shirts, tank tops in class 025.

1,968,266		For: Athletic clothing, namely shirts, shorts, tank tops, warm-up suits, including pants, jackets and posing trunks in class 025.
4,912,864		For: Athletic clothing, namely, shirts, shorts, tank tops, warm up suits, including pants and jackets, sweatshirts, hoodies, t-shirts, long sleeved shirts, jerseys, polo shirts and posing trunks; sweat bands and hats in class 025.
5,017,464		For: Electric food blender in class 007.
5,227,382		For: Footwear in class 025.
5,140,100		For: Containers, namely, bottles with internal agitators for mixing ingredients and shaker cups, sold empty; containers, namely, bottles with non-electric internal agitators for mixing ingredients, for beverages, liquid foods, and/or powdered foods, sold empty; non-electric food and beverage blenders and blender agitators; containers, namely, plastic or aluminum containers for use with beverages, liquid foods, dry and/or powdered foods, sold empty; insulated beverage containers, sold empty; drinking bottles for sports, sold empty; beverage sports bottles, sold empty; water bottles, sold empty; plastic water bottles, sold empty; aluminum water

		bottles, sold empty; cups; plastic water bottle holders and attached carabiner clip sold as a unit in class 21.
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THIS COURT FURTHER FINDS that injunctive relief previously granted in the Temporary Restraining Order (“TRO”) should remain in place through the pendency of this litigation and that issuing this Preliminary Injunction is warranted under Federal Rule of Civil Procedure 65. Evidence submitted in support of this Motion and in support of Gold’s Gym’s previously granted Motion for Entry of a Temporary Restraining Order establishes that Gold’s Gym has demonstrated a likelihood of success on the merits; that no remedy at law exists; and that Gold’s Gym will suffer irreparable harm if the injunction is not granted. Specifically, Gold’s Gym has proved a *prima facie* case of trademark infringement because (1) the GOLD’S GYM Trademarks are distinctive marks and are registered with the U.S. Patent and Trademark Office on the Principal Register, (2) Defendants are not licensed or authorized to use any of the GOLD’S GYM Trademarks, and (3) Defendants’ use of the GOLD’S GYM Trademarks is causing a likelihood of confusion as to the origin or sponsorship of Defendants’ products with Gold’s Gym. Furthermore, Defendants’ continued and unauthorized use of the GOLD’S GYM Trademarks irreparably harms Gold’s Gym through diminished goodwill and brand confidence, damage to Gold’s Gym’s reputation, loss of exclusivity, and loss of future sales. Monetary damages fail to address such damage and, therefore, Gold’s Gym has an inadequate remedy at law. Moreover, the public interest is served by entry of this Preliminary Injunction to

dispel the public confusion created by Defendants' actions. As such, this Court orders that:

1. Defendants, their affiliates, officers, agents, servants, employees, attorneys, confederates, and all persons acting for, with, by, through, under or in active concert with them be preliminarily enjoined and restrained from:
 - a. using the GOLD'S GYM Trademarks or any reproductions, counterfeit copies or colorable imitations thereof in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine Gold's Gym product or not authorized by Gold's Gym to be sold in connection with the GOLD'S GYM Trademarks;
 - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine Gold's Gym product or any other product produced by Gold's Gym, that is not Gold's Gym's or not produced under the authorization, control or supervision of Gold's Gym and approved by Gold's Gym for sale under the GOLD'S GYM Trademarks;
 - c. committing any acts calculated to cause consumers to believe that Defendants' products are those sold under the authorization, control or supervision of Gold's Gym, or are sponsored by, approved by, or otherwise connected with Gold's Gym;
 - d. further infringing the GOLD'S GYM Trademarks and damaging Gold's Gym's goodwill; and

- e. manufacturing, shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for Gold's Gym, nor authorized by Gold's Gym to be sold or offered for sale, and which bear any of Gold's Gym's trademarks, including the GOLD'S GYM Trademarks, or any reproductions, counterfeit copies or colorable imitations thereof.
2. Upon Gold's Gym's request, any third party with actual notice of this Order who is providing services for any of the Defendants, or in connection with any of Defendants' Online Marketplaces, including, without limitation, any online marketplace platforms such as eBay, AliExpress, Alibaba, Amazon, Wish.com, and Dhgate (collectively, the "Third Party Providers") shall, within five (5) business days after receipt of such notice, provide to Gold's Gym expedited discovery, including copies of all documents and records in such person's or entity's possession or control sufficient to determine:
- a. the identities and locations of Defendants, their agents, servants, employees, confederates, attorneys, and any persons acting in concert or participation with them, including all known contact information and all associated e-mail addresses;
 - b. the nature of Defendants' operations and all associated sales, methods of payment for services and financial information, including, without limitation, identifying information associated with the Online

Marketplaces and Defendants' financial accounts, including Defendants' sales and listing history related to their respective Online Marketplaces; and

- c. any financial accounts owned or controlled by Defendants, including their agents, servants, employees, confederates, attorneys, and any persons acting in concert or participation with them, including such accounts residing with or under the control of any banks, savings and loan associations, payment processors or other financial institutions, including, without limitation, PayPal, Inc. ("PayPal"), Alipay, Amazon Pay, Wish.com, or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).
3. Upon Gold's Gym's request, those with notice of the injunction, including the Third Party Providers as defined in Paragraph 2, shall within three (3) business days after receipt of such notice, disable and cease displaying any advertisements used by or associated with Defendants in connection with the sale of counterfeit and infringing goods using the GOLD'S GYM Trademarks.
4. Defendants shall be temporarily and preliminarily restrained and enjoined from transferring or disposing of any money or other of Defendants' assets in any financial accounts connected to the information listed in Schedule A hereto until further ordered by this Court.
5. Any Third Party Providers, including PayPal, Alipay, Wish.com, and Amazon Pay, shall, within three (3) business days of receipt of this Order:

- a. locate all accounts and funds connected to Defendants' Seller Aliases and Online Marketplaces, including, but not limited to, any financial accounts connected to the information listed in Schedule A hereto, the e-mail addresses identified in Exhibit 4 to the Declaration of Jamie Wolfe, and any e-mail addresses provided for Defendants by third parties; and
 - b. restrain and enjoin any such accounts or funds from transferring or disposing of any money or other of Defendants' assets until further ordered by this Court.
 6. Gold's Gym is authorized to issue expedited written discovery, pursuant to the Federal Rules of Civil Procedure 33, 34 and 36, related to:
 - a. the identities and locations of Defendants, their agents, servants, employees, confederates, attorneys, and any persons acting in concert or participation with them, including all known contact information, including any and all associated e-mail addresses; and
 - b. the nature of Defendants' operations and all associated sales, methods of payment for services and financial information, including, without limitation, identifying information associated with the Online Marketplaces and Defendants' financial accounts, including Defendants' sales and listing history related to their respective Online Marketplaces.
- Gold's Gym is authorized to issue any such expedited discovery requests via e-mail. Defendants shall respond to any such discovery requests within five (5) business days of being served via e-mail.

7. Gold's Gym may provide notice of these proceedings to Defendants, including service of process pursuant to Fed. R. Civ. P. 4(f)(3), and any future motions, by electronically publishing a link to the Amended Complaint, this Order and other relevant documents on a website and by sending an e-mail to the e-mail addresses identified in Exhibit 4 to the Declaration of Jamie Wolfe and any e-mail addresses provided for Defendants by third parties that includes a link to said website. The Clerk of the Court is directed to issue a single original summons in the name of "CHOYNSUNDAY OFFICIAL STORE and all other Defendants identified in the Amended Complaint" that shall apply to all Defendants. The combination of providing notice via electronic publication and e-mail, along with any notice that Defendants receive from payment processors, shall constitute notice reasonably calculated under all circumstances to apprise Defendants of the pendency of the action and afford them the opportunity to present their objections.
8. Plaintiff's Amended Complaint [11] and Exhibits 1-3 thereto [11-1], [11-2], [11-3], Schedule A to the Complaint [7] and the Amended Complaint [11-4], Exhibit 4 to the Declaration of Jamie Wolfe [16], and the TRO [26] are unsealed.
9. Any Defendants that are subject to this Order may appear and move to dissolve or modify the Order as permitted by and in compliance with the Federal Rules of Civil Procedure and Northern District of Illinois Local Rules.

10. The \$10,000 bond posted by Gold's Gym shall remain with the Court until a Final disposition of this case or until this Preliminary Injunction is terminated.

So ordered.

Dated: March 3, 2020

Entered:

John Robert Blakey
United States District Judge

GOLD'S GYM LICENSING, LLC v. CHOYNSUNDAY OFFICIAL STORE, et al. - Case No. 20-cv-524

Schedule A

No.	Seller Aliases	No.	Seller Aliases
1	ChoynSunday Official Store	2	ChoynSunday YCloud Store
3	D&Ke Store	4	Dreamkeel Men Store
5	Dreamkeel Store	6	European high quality brand stores
7	GFashion Clothes Store	8	huining Entertainment Store
9	Shop4998485 Store	10	the stylish clan store
11	THREEGUN Official Store	12	UUListnyou Store
13	ZOGGA3 Store	14	3D Apperal Store
15	BIGSHINE Official Store	16	brothers Store
17	EFINNY First Store	18	Epiphany Store
19	Fashion888 Store	20	FashionLook GO Store
21	Ging ruo Store	22	global clothes store
23	Goddess's Almirah Store	24	GYMSportswear Store
25	hide on bush Store	26	honghongno6 Store
27	JUCHU TOP Official Store	28	JUNYQ Official Store
29	lingdang Store	30	MANZHIXISE MEN'S FACTORY Store
31	Millersmart1 Store	32	MOKMORSMclothing NO.666 Store Store
33	Musical World Store	34	MZLQS Store
35	Offer Dropshipping for Male Store	36	Ph8law Store
37	Shark bay Official Store	38	shokotano store
39	Shop1352207 Store	40	Shop2848028 Store
41	Shop3177035 Store	42	Shop4655013 Store
43	Shop4918041 Store	44	Shop5066113 Store
45	Shop5068466 Store	46	Shop5080042 Store
47	Shop5376248 Store	48	Shop5378071 Store
49	Shop5381069 Store	50	Shop5384192 Store
51	Shop5433123 Store	52	Shop5437101 Store
53	Shop5440090 Store	54	Shop5493247 Store
55	Shop5521027 Store	56	Shop5525016 Store
57	YK UNCLE Official Store	58	ZOGAA Bestest Store
59	ZOGAA11 Store	60	WendyShop
61	dauntlesshome	62	supercosmos8

No.	Seller Aliases
63	zgy36829
65	Ai Wang Technology
67	DISMISSED
69	asiya
71	DISMISSED
73	DISMISSED
75	dengxu
77	fashionmall2050
79	Flying spoon
81	DISMISSED
83	DISMISSED
85	DISMISSED
87	ksasm
89	Liang Liang's Store
91	DISMISSED
93	DISMISSED
95	DISMISSED
97	sexyblackrose
99	tingzhenzhu
101	DISMISSED
103	wujiachao
105	ylf88888

No.	Seller Aliases
64	DISMISSED
66	DISMISSED
68	animation doll andy toys
70	DISMISSED
72	cxwStore
74	DISMISSED
76	DISMISSED
78	DISMISSED
80	DISMISSED
82	huayushuhuayi
84	jinkexiaopu
86	kaikaide
88	KUANGMENG FAN
90	lifukui
92	Magical Store
94	Merry Stores
96	parrati
98	Small_White
100	topmnoth
102	DISMISSED
104	xwhstore
106	zhuping1314

No.	Online Marketplaces
1	aliexpress.com/store/4261002
3	aliexpress.com/store/4689116
5	aliexpress.com/store/4601009
7	aliexpress.com/store/3486067
9	aliexpress.com/store/4998485
11	aliexpress.com/store/3009036
13	aliexpress.com/store/4470051
15	aliexpress.com/store/1629295
17	aliexpress.com/store/2908019
19	aliexpress.com/store/2851045
21	aliexpress.com/store/2967010
23	aliexpress.com/store/4682011
25	aliexpress.com/store/3102094

No.	Online Marketplaces
2	aliexpress.com/store/2928079
4	aliexpress.com/store/4717012
6	aliexpress.com/store/1756089
8	aliexpress.com/store/1973188
10	aliexpress.com/store/3144054
12	aliexpress.com/store/4695143
14	aliexpress.com/store/3664042
16	aliexpress.com/store/3515009
18	aliexpress.com/store/5367241
20	aliexpress.com/store/4420108
22	aliexpress.com/store/1017224
24	aliexpress.com/store/3875069
26	aliexpress.com/store/5491037

No	Online Marketplaces
27	aliexpress.com/store/4658140
29	aliexpress.com/store/3220150
31	aliexpress.com/store/3507070
33	aliexpress.com/store/2654198
35	aliexpress.com/store/5080064
37	aliexpress.com/store/5043254
39	aliexpress.com/store/1352207
41	aliexpress.com/store/3177035
43	aliexpress.com/store/4918041
45	aliexpress.com/store/5068466
47	aliexpress.com/store/5376248
49	aliexpress.com/store/5381069
51	aliexpress.com/store/5433123
53	aliexpress.com/store/5440090
55	aliexpress.com/store/5521027
57	aliexpress.com/store/2180093
59	aliexpress.com/store/4999027
61	ebay.com/usr/dauntlesshome
63	ebay.com/usr/zgy36829
65	wish.com/merchant/5538e8cabd460e0c35e5b765
67	DISMISSED
69	wish.com/merchant/59b78ee00ec30f279e4d03b2
71	DISMISSED
73	DISMISSED
75	wish.com/merchant/58c211acc92c370f6ca80487
77	wish.com/merchant/5482cc3040b37826a602fb7e
79	wish.com/merchant/584e62a856d7814eec3fe696
81	DISMISSED
83	DISMISSED

No.	Online Marketplaces
28	aliexpress.com/store/439475
30	aliexpress.com/store/4418126
32	aliexpress.com/store/1165217
34	aliexpress.com/item/32995706421
36	aliexpress.com/store/5002267
38	aliexpress.com/store/3664010
40	aliexpress.com/store/2848028
42	aliexpress.com/store/4655013
44	aliexpress.com/store/5066113
46	aliexpress.com/store/5080042
48	aliexpress.com/store/5378071
50	aliexpress.com/store/5384192
52	aliexpress.com/store/5437101
54	aliexpress.com/store/5493247
56	aliexpress.com/store/5525016
58	aliexpress.com/store/5492212
60	amazon.com/sp?seller=A2OJJW BK4JL90J
62	ebay.com/usr/supercosmos8
64	DISMISSED
66	DISMISSED
68	wish.com/merchant/56da6e2d3a9cb801ea74a27a
70	DISMISSED
72	wish.com/merchant/595ce2ebb2f1334570a83093
74	DISMISSED
76	DISMISSED
78	DISMISSED
80	DISMISSED
82	wish.com/merchant/5aa1413fdb5f1f4cc9b33e61
84	wish.com/merchant/5d4f85e353229637ab31d9bb

No	Online Marketplaces
85	DISMISSED
87	wish.com/merchant/5d52311d5b21606de067e933
89	wish.com/merchant/573193ba33401b594e8cc638
91	DISMISSED
93	DISMISSED
95	DISMISSED
97	wish.com/merchant/599c42410415f8248b562324
99	wish.com/merchant/5b6be2b3dd0e3136b6b8acba
101	DISMISSED
103	wish.com/merchant/5a7820361baafe5a503e4988
105	wish.com/merchant/5d51031e83889769fbe690fd

No.	Online Marketplaces
86	wish.com/merchant/5847a906fef4092549e0ca42
88	wish.com/merchant/5b175f0301287555ddc82285
90	wish.com/merchant/5aa74e7ea6bf7a3f8ec568de
92	wish.com/merchant/5714f5973a698c2a3fb48573
94	wish.com/merchant/5621df50c579ad1c27e9c47d
96	wish.com/merchant/57dff45458f971093c9438c
98	wish.com/merchant/573bdd9f9575d2596a4f1ee0
100	wish.com/merchant/5878779f83cdfa46051d1c78
102	DISMISSED
104	wish.com/merchant/595dd1efd4cc3406b81cc665
106	wish.com/merchant/5860bfea4b60fe4cdb32efd0